

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 116	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W913FT-14-T-0036	
6. SOLICITATION ISSUE DATE 25-Sep-2014		7. FOR SOLICITATION INFORMATION CALL:		a. NAME ANNABELLE MILLER		b. TELEPHONE NUMBER (No Collect Calls) 011-571-383-4227	
8. OFFER DUE DATE/LOCAL TIME 10:00 AM 28 Oct 2014		9. ISSUED BY CODE W913FT REGIONAL CONTRACTING OFFICE (RCO) BOGOTA CARRERA 45 NO. 24B-27 USMILGP CONTRACTING BOGOTA TEL: FAX:		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561990 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$7M			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO CODE W9094C USMILGP COLOMBIA - SUPPORT OPERATIONS ANGEL PAGAN US EMBASSY COLOMBIA CRA 45 NO 24B-27 BOGOTA TEL: 011-57-310-552-9050 FAX:		16. ADMINISTERED BY CODE					
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY CODE					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 116	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Lead Dispatcher Services FFP IAW Para 1.6.11.3 through Para 1.6.11.4 and Para 5.3 through Para 5.3.1 of the PWS. Contractor shall provide lead dispatcher services for an estimated 2,496 productive hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Dispatcher Services FFP IAW Para 5.4 through Para 5.4.2 of the PWS. Contractor shall provide lead dispatcher services for an estimated 12,480 productive hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Driver Services FFP IAW Para 5.5 through Para 5.5.7 of the PWS. Contractor shall provide lead dispatcher services for an estimated 172,224 productive hours per year. FOB: Destination	12	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Overtime - Lead Dispatcher FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	540	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Overtime - Dispatchers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	1,200	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Overtime - Drivers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Drivers are authorized up to 12 hours overtime per week without COR approval. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	43,056	Hours		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0007

Travel

COST

IAW Para 1.6.13 through Para 1.6.13.2 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0008

DBA Workers' Compensation Insurance
COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

1. Propose, if applicable.
 2. This cost will be excluded from price evaluation.
 3. Offerors shall include in their quotes a statement as to whether or not only local nationals or third country nationals hired outside the United States will be States will be employed in the resultant contract.
- FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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0009

Contractor Manpower Reporting
FFP
IAW Para 5.7 of the PWS.
FOB: Destination

1

Each

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		3	Months		
OPTION	Lead Dispatcher Services FFP IAW Para 1.6.11.3 through Para 1.6.11.4 and Para 5.3 through Para 5.3.1 of the PWS. Contractor shall provide lead dispatcher services for an estimated 624 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		3	Months		
OPTION	Dispatcher Services FFP IAW Para 5.4 through Para 5.4.2 of the PWS. Contractor shall provide lead dispatcher services for an estimated 3,120 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		3	Months		
OPTION	Driver Services FFP IAW Para 5.5 through Para 5.5.7 of the PWS. Contractor shall provide lead dispatcher services for an estimated 43,056 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		135	Hours		
OPTION	Overtime - Lead Dispatcher FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		300	Hours		
OPTION	Overtime - Dispatchers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		10,764	Hours		
OPTION	Overtime - Drivers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Drivers are authorized up to 12 hours overtime per week without COR approval. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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1007
OPTION

Travel
COST

IAW Para 1.6.13 through Para 1.6.13.2 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008			Job		
OPTION	DBA Workers' Compensation Insurance				

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

1. Propose, if applicable.
 2. This cost will be excluded from price evaluation.
 3. Offerors shall include in their quotes a statement as to whether or not only local nationals or third country nationals hired outside the United States will be States will be employed in the resultant contract.
- FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1	Each		
OPTION	Contractor Manpower Reporting				
	FFP				
	IAW Para 5.7 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		3	Months		
OPTION	Lead Dispatcher Services FFP IAW Para 1.6.11.3 through Para 1.6.11.4 and Para 5.3 through Para 5.3.1 of the PWS. Contractor shall provide lead dispatcher services for an estimated 624 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		3	Months		
OPTION	Dispatcher Services FFP IAW Para 5.4 through Para 5.4.2 of the PWS. Contractor shall provide lead dispatcher services for an estimated 3,120 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		3	Months		
OPTION	Driver Services FFP IAW Para 5.5 through Para 5.5.7 of the PWS. Contractor shall provide lead dispatcher services for an estimated 43,056 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		135	Hours		
OPTION	Overtime - Lead Dispatcher FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Overtime - Dispatchers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	300	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006 OPTION	Overtime - Drivers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Drivers are authorized up to 12 hours overtime per week without COR approval. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	10,764	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007			Job		
OPTION	Travel				

COST

IAW Para 1.6.13 through Para 1.6.13.2 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008			Job		
OPTION	DBA Workers' Compensation Insurance				

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

1. Propose, if applicable.
 2. This cost will be excluded from price evaluation.
 3. Offerors shall include in their quotes a statement as to whether or not only local nationals or third country nationals hired outside the United States will be States will be employed in the resultant contract.
- FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		1	Each		
OPTION	Contractor Manpower Reporting				
	FFP				
	IAW Para 5.7 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		3	Months		
OPTION	Lead Dispatcher Services FFP IAW Para 1.6.11.3 through Para 1.6.11.4 and Para 5.3 through Para 5.3.1 of the PWS. Contractor shall provide lead dispatcher services for an estimated 624 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		3	Months		
OPTION	Dispatcher Services FFP IAW Para 5.4 through Para 5.4.2 of the PWS. Contractor shall provide lead dispatcher services for an estimated 3,120 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		3	Months		
OPTION	Driver Services FFP IAW Para 5.5 through Para 5.5.7 of the PWS. Contractor shall provide lead dispatcher services for an estimated 43,056 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		135	Hours		
OPTION	Overtime - Lead Dispatcher FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Overtime - Dispatchers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	300	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	Overtime - Drivers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Drivers are authorized up to 12 hours overtime per week without COR approval. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	10,764	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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3007
OPTION

Travel
COST

IAW Para 1.6.13 through Para 1.6.13.2 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008			Job		
OPTION	DBA Workers' Compensation Insurance				

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

1. Propose, if applicable.
 2. This cost will be excluded from price evaluation.
 3. Offerors shall include in their quotes a statement as to whether or not only local nationals or third country nationals hired outside the United States will be States will be employed in the resultant contract.
- FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3009		1	Each		
OPTION	Contractor Manpower Reporting				
	FFP				
	IAW Para 5.7 of the PWS.				
	FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		3	Months		
OPTION	Lead Dispatcher Services FFP IAW Para 1.6.11.3 through Para 1.6.11.4 and Para 5.3 through Para 5.3.1 of the PWS. Contractor shall provide lead dispatcher services for an estimated 624 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		3	Months		
OPTION	Dispatcher Services FFP IAW Para 5.4 through Para 5.4.2 of the PWS. Contractor shall provide lead dispatcher services for an estimated 3,120 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		3	Months		
OPTION	Driver Services FFP IAW Para 5.5 through Para 5.5.7 of the PWS. Contractor shall provide lead dispatcher services for an estimated 43,056 productive hours for three (3) months. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		135	Hours		
OPTION	Overtime - Lead Dispatcher FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Overtime - Dispatchers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Contractor shall obtain approval from the COR prior to working overtime. Contractor shall not incur cost over the estimated amount of the ontract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	300	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Overtime - Drivers FFP IAW Para 1.6.4.1 through Para 1.6.4.1.1 of the PWS. The number of hours is estimated for the year. Contractor shall charge only actual overtime hours incurred. Drivers are authorized up to 12 hours overtime per week without COR approval. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended. FOB: Destination	10,764	Hours		

 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
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4007
OPTION

Travel
COST

IAW Para 1.6.13 through Para 1.6.13.2 of the PWS. All travel requests shall be approved by the COR prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. Contractor shall be reimbursed for actual travel cost incurred not to exceed 65% of the official published JFTR rates for lodging, meals and incidental expenses for TDY trips within Colombia. For all other trips, contractor shall be reimbursed IAW the JFTR. The contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls and other expenses related to the TDY support. Reimbursement of actual costs shall not include G&A, Overhead of Profit. Contractor shall not incur cost over the estimated amount of the contract. Contractor shall notify the COR and KO when 75% of the estimated amount is expended.

Note: This cost will be excluded from price evaluation.

FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008			Job		
OPTION	DBA Workers' Compensation Insurance				

COST

Before commencing performance under this contract, the contractor shall provide workers' compensation insurance or security as required by the Defense Base Act (DBA) and maintain it until performance is completed. This estimated amount will be adjusted throughout the contract period as necessary using projected and actual labor expenditures. The contractor shall be reimbursed for reasonable, allowable, and allocable DBA insurance costs upon submission of proof of payment of the insurance provider.

Notes:

1. Propose, if applicable.
 2. This cost will be excluded from price evaluation.
 3. Offerors shall include in their quotes a statement as to whether or not only local nationals or third country nationals hired outside the United States will be States will be employed in the resultant contract.
- FOB: Destination

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		1	Each		
OPTION	Contractor Manpower Reporting				
	FFP				
	IAW Para 5.7 of the PWS.				
	FOB: Destination				

NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAR-2015 TO 29-FEB-2016	N/A	USMILGP COLOMBIA - SUPPORT OPERATIONS ANGEL PAGAN US EMBASSY COLOMBIA CRA 45 NO 24B-27 BOGOTA 011-57-310-552-9050 FOB: Destination	W9094C
0002	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0003	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0004	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0005	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0006	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0007	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0008	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
0009	POP 01-MAR-2015 TO 29-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1001	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1002	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1003	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1004	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

1005	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1006	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1007	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1008	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
1009	POP 01-MAR-2016 TO 31-MAY-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2001	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2002	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2003	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2004	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2005	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2006	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2007	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2008	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
2009	POP 01-JUN-2016 TO 31-AUG-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3001	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3002	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3003	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3004	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

3005	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3006	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3007	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3008	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
3009	POP 01-SEP-2016 TO 30-NOV-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4001	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4002	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4003	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4004	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4005	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4006	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4007	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4008	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C
4009	POP 01-DEC-2016 TO 28-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W9094C

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-1	Instructions to Offerors--Commercial Items	APR 2014
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014

52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.237-3	Continuity Of Services	JAN 1991
52.242-17	Government Delay Of Work	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.247-7006	Removal of Contractor's Employees	DEC 1991
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) Definitions. As used in this provision--

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror () has () does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

1. Technical Acceptability
2. Past Performance
3. Price

Award will be made to the lowest priced, technically acceptable offer.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision --

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Inverted domestic corporation, as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

Manufactured end product means any end product in Federal Supply Classes (FSC) 1000-9999, except--

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted electronically on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs -----.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.) These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on ORCA.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that--

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(11) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (☐) has, (☐) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It (____) has developed and has on file, (____) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It (____) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian,

Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.
—
—
—

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals (___) are, (___) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

(2) (___) Have, (___) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) (___) Are, (___) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) (___) Have, (___) have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
—	—
—	—
—	—

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

(____) Corporate entity (not tax-exempt);

(____) Corporate entity (tax-exempt);

(____) Government entity (Federal, State, or local);

(____) Foreign government;

(____) International organization per 26 CFR 1.6049-4;

(____) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Relation to Internal Revenue Code. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JULY 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

____ (5) [Reserved]

____ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

____ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug, 2013) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

X (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (16) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (July 2013) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

- ____ (iv) Alternate III (Jul 2010) of 52.219-9.
- ____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ____ (ii) Alternate I (June 2003) of 52.219-23.
- ____ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (July 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ____ (25) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).
- ____ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (July 2013) (15 U.S.C. 637(m)).
- ____ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (July 2013) (15 U.S.C. 637(m)).
- ____ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ____ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (JAN 2014) (E.O. 3126).
- ____ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ____ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ____ (32) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- ____ (33) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- ____ (34) 52.222-37, Employment Reports on Veterans (July 2014) (38 U.S.C. 4212).
- ____ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014)+(E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X____ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X____ (46) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (53) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (54) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (56)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (MAY 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiv) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor at least ten (10) days before the contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least ten (10) days before contract expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 24 months.

(End of clause)

52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause--

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative in coordination with the Regional Security Officer and written authorization from the Contracting Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States--

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Regional Contracting Office (RCO) – Bogota
U.S. Embassy - Bogota
MILGP Unit 5140
APO AA 34038

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

ADDENDUM

52.233-4703 HQ, AMC-LEVEL PROTEST PROGRAM

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests other than protests to the contracting officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel
4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Fax: (256)450-8840

The AMC-level protest procedures are found at: <http://www.amc.army.mil/pa/COMMANCOUNSEL.asp>
If Internet access is not available, contact the Contracting Officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAY 2014)

(a) Definitions. As used in this clause--

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not

routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian assistance operations;

(iii) Peace operations, consistent with Joint Publication 3-07.3; or

(iv) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.altess.army.mil/privacy.aspx> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian assistance operations;

(3) Peace operations consistent with Joint Publication 3-07.3; or

(4) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from

- (1) For Army contracts: HQDA-AT; telephone DSN 222-9832 or commercial (703) 692-9832.
- (2) For additional information: Assistant Secretary of Defense for Special Operations and Low- Intensity Conflict, ASD (SOLIC); telephone DSN 227-7205 or commercial (703) 697-7205.

(End of clause)

252.229-7001 TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX:	VAT	RATE (PERCENTAGE):	16%
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(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

W9094C - BOGOTA, COLOMBIA

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0672
Issue By DoDAAC	W913FT
Admin DoDAAC	W913FT
Inspect By DoDAAC	W9094C
Ship To Code	W9094C
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	W9094C
Service Acceptor (DoDAAC)	W9094C
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Angel Pagan =	angel.pagan@tcsc.southcom.mil
Roy DeHoyos	roy.dehoyos@tcsc.southcom.mil
Annabelle F. Miller	annabelle.miller@tcsc.southcom.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Annabelle F. Miller	annabelle.miller@tcsc.southcom.mil
Robert R. DeVisser	robert.devisser@tcsc.southcom.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Dispatch and Driver Services

General Information

1. **GENERAL:** This is a non-personal services contract to provide dispatch and driver services for the United States Military Group – Colombia (USMILGP-CO). The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The contractor shall provide all personnel, supplies, transportation, tools, materials, supervision, and other items required to perform non-personal dispatch and driver services as defined in this Performance Work Statement except for those items specified as government furnished property and services.

1.2 **Background:** USMILGP-CO, in cooperation with the U.S. Embassy Country team, U.S. Government general agencies, and the Government of Colombia (GOC) provides Security Assistance (SA) and military to military contact in order to eliminate/reduce drug trafficking and narco-terrorism; strengthen Colombian Military (COLMIL) professionalism; conduct counter drug narco-terrorism operations (CNT); and eliminate the threat to Colombia's sovereignty and democracy. Since FY 2003, the USMILGP-CO's mission, responsibilities, and Operation Tempo (OPTEMPO) have increased significantly in support of Security Operations in Colombia, Southern Command (SOUTHCOM) Operational Plans and other approved Department of Defense (DoD) and Department of State (DoS) plans. To accomplish the mission, the USMILGP requires dispatch and driver services.

1.3 **Objective:** The objective is to provide dispatch and driver services required by the US Military Group (MILGP) in Colombia. The contractor shall provide all resources required to meet the requirements, terms and conditions of this contract, unless specified as Government Furnished Property, Equipment and Services in Part 3 of this PWS. The contractor shall adhere to all requirements established under Colombian Labor Laws. The contractor shall plan, schedule, coordinate and ensure effective completion of all work and services specified in this contract. The contractor shall be required to provide these services in the locations specified in Part 5 of the PWS.

1.4 **Scope:** This PWS is for dispatch and driver non-personal services required by the USMILGP-CO. The Contractor shall provide all resources required to meet the requirements/terms and provisions of this contract, unless specified as U.S. Government Furnished Equipment (GFE) and U.S. Government Furnished Property (GFP). The Contractor shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

1.4.1 The Contractor shall provide a fully qualified workforce who possesses the training, skills, licenses, clearances, certifications and experience to successfully perform the services required in this PWS. Contractor employees remain under the direct supervision of the contractor and will not be considered employees of the Government. All contractor personnel shall be cleared by the Regional Security Office (RSO) prior to employment and at the contractor's expense (see Para 1.6.7.1 for more information). The contractor shall not employ any person whose employment results in a conflict of interest under DoD 5500.7-R, Joint Ethics Regulation.

1.5 **Period of Performance:** The period of performance shall be as follows:

Base Period:	1 Mar 2015 – 29 Feb 2016
Option 1:	1 Mar 2016 – 31 May 2016
Option 2:	1 Jun 2016 – 31 Aug 2016
Option 3:	1 Sep 2016 – 30 Nov 2016
Option 4:	1 Dec 2016 – 28 Feb 2017

1.6 **General Information**

1.6.1 Quality Control Plan: The Contractor shall develop, implement and maintain a Quality Control Plan (QCP) and program to ensure all work described in this PWS is performed at or above the standard defined in the Performance Requirements Summary (PRS) and that identifies and corrects potential and actual problem areas throughout the entire scope of the contract. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which it assures all work complies with the requirement of the contract. The QCP shall be within thirty (30) days of contract award. The plan shall be submitted within thirty (30) days of contract award. After acceptance of the QCP, the contractor shall receive the contracting officer's acceptance in writing of any proposed change to his QC procedures. The contractor shall submit QCP changes within five (5) days to the Contracting Officer (KO) and Contracting Officer's Representative (COR) for review and approval prior to implementation. Surveillance methods shall be comprehensive and adaptable to the reporting systems of the Quality Control Plan. The QCP shall address at a minimum:

1.6.1.1 Internal work performance standards

1.6.1.2 Overall project management and administration

1.6.1.3 Overall financial management, including accuracy of cost control data and reporting procedures

1.6.1.4 Personnel management

1.6.1.5 Property utilization, maintenance, accountability and overall property management.

1.6.1.6 Data collection and other documentation, including document flow and control of associated files.

1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance requirements standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays: The Contractor shall follow the same holiday schedule as the US Embassy, Bogota. The KO shall issue a letter advising the contractor of the holiday schedule for a particular year. The initial list will be provided upon contract award. The contractor shall perform services on holidays as required. See Exhibit 3 for the list of holidays observed for 2015.

1.6.4 Hours of Operation: The contractor is responsible for conducting business 24 hours a day, seven (7) days a week and 365 days a year except when the Government facility is closed due to local or national emergencies, administrative closings or similar Government-directed facility closings. For other than FFP contracts, the contractor will not be reimbursed when the Government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.4.1 Regular work hours for drivers and dispatchers shall be 48 hours a week, Monday through Sunday. The Government reserves the right to give two (2)-hour lunch breaks as appropriate.

1.6.4.2 Overtime Hours: The Contractor may be required to work overtime during other than regular duty hours on a 24-hour basis when emergencies occur and to perform high priority missions as approved by the KO or COR.

1.6.4.2.1 Drivers are authorized to work overtime up to 12 hours per week without COR approval. An individual driver's overtime shall not exceed 12 hours per week. For the lead dispatcher and dispatchers, the contractor shall obtain prior approval from the COR if there is a requirement for overtime. Any overtime incurred by the lead dispatcher and dispatchers without prior COR approval will not be reimbursed. The contractor shall manage driver overtime to ensure a vehicle driver's work week does not exceed 60 hours.

1.6.5 Place of Performance: The work under this contract will be performed in and around Bogota with travel to various places in Colombia (see Para 1.6.13.2 for TDY travel).

1.6.6 Type of Contract: The government will award a Firm Fixed Price (FFP) contract with cost reimbursement (CR) line items for travel and DBA.

1.6.7 Security Requirements

1.6.7.1 RSO Background Checks: The Contractor shall ensure that all employees and subcontractors undergo a U.S. Embassy Regional Security Office (RSO) background check and are cleared by the RSO. The contractor shall be responsible to provide all required documents to the RSO (i.e. name check forms, cedula/IDs, passport, chamber of commerce documents). Contractor shall ensure that all employees undergo a Colombian background check and submit required paperwork to have access to the Colombian Ministry of Defense and/or other Colombian Military Bases, if required in their jobs. The KO retains the right to exclude any employee/subcontractor from performance under this contract if any information exists that an employee is a security risk. The exclusion of an employee for security reasons will not relieve the Contractor from performance of services required under this contract. The Contractor shall not hire any person whose employment would result in a conflict interest.

1.6.7.2 The Contractor personnel shall be cleared by the RSO prior to commencement of work. The Contractor shall provide all required personal data for all contractor personnel to the COR and the US Embassy RSO. Contractor personnel without a current RSO clearance must process US Embassy namecheck and security clearances prior to commencement of work by the individual. New personnel RSO packets will be provided to the COR to process contractor personnel clearances as soon as possible once a potential new hire is contemplated. The RSO clearance process takes a minimum of 60 days, but can take up to 180 days to complete, depending upon the individual situation of each proposed new employee. Contractor shall keep this timeline in mind when managing its workforce.

1.6.7.3 In addition to the requirement under Para 1.6.7.2, for work to be executed on a Colombian Military Installation or Colombian Governmental Property, the information required to obtain clearance to enter the Colombian Military facility will be provided to the COR a minimum of 30 days in advance.

1.6.7.4 The contractor and, as applicable, subcontractor, shall not employ individuals for work on this contract if such individual is identified as a potential threat to the health, safety, security, or operational mission of the Government of Colombia the military installation and the country's population, nor shall the contractor or subcontractor employ persons under this contract who have an outstanding criminal warrant as identified by the Government of Colombia or the US Embassy RSO. Criminal checks will verify if a person is wanted by local or Colombian authorities or if that person or contractor is restricted from doing business with the Government of Colombia or the United States. All contractor and subcontractor personnel who do not consent to a background check will be denied access to Colombian Military or Government installations and will not be utilized by the USMILGP-Bogota. Information required to conduct a background check includes: full name, driver's license number, and/or social security number, and date of birth of the person entering the installation and completion of a background check questionnaire. The contractor shall provide this information using the Colombian Government Forms and shall submit it in conjunction with the contractor's request for either base or vehicle passes. Completion of a successful check does not invalidate the requirement for an escort when contractor or subcontractor personnel are working within controlled or restricted areas operated by the US Department of State or other areas within US Embassy controlled property.

1.6.7.5 Contractors shall ensure their employees and those of their subcontracts have the proper credentials and visas to work in the Republic of Colombia. Persons found to be undocumented or illegal aliens will be remanded to the proper Colombian authorities.

1.6.7.6 Contractor personnel shall obtain a special security pass as required by the GOC when work is performed in a controlled area. Only personnel with proper authority and qualifications may enter controlled areas. Certain

facilities require the issuance of a special security pass for contractor personnel. Contractor personnel cannot escort other contractors within controlled or restricted areas.

1.6.7.7 The Government of the U.S. or Colombia at any time may revoke the personnel clearance.

1.6.7.8 The Contractor shall not be relieved from the responsibility of performing the requirements of this contract due to any employee-induced strike, medical or other labor reason. The Contractor shall not allow any employee who is under the influence of alcohol, drugs, or other incapacitating or mental/physical-impairing agent to perform work. The Contractor shall comply with all local labor and safety laws.

1.6.7.9 The contractor shall not be entitled to any compensation for delays or expenses associated with complying with the provisions of this policy. Further, nothing in this instruction shall excuse the Contractor from proceeding with the performance of the contract as required.

1.6.7.10 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.8 Special Qualifications:

1.6.8.1 Training/Certification: The Contractor shall provide a fully qualified workforce that possesses the training, skills, licenses, clearances, certifications, and experience required to satisfactorily perform the services and operate equipment required by this contract. Contractor personnel that do not have the required certificates and training will be formally trained within 60 days of employment. The Contractor shall be 100% responsible for all the training, licenses, clearances, and certifications to complete the requirements of this contract unless otherwise specified herein. The U.S. Government may from time to time offer the contractor the opportunity to enroll personnel in U.S. Government sponsored training courses. Attendance at or in U.S. Government training courses shall be at Contractor expense and not chargeable to the contract. All requests for training at U.S. Government expense shall be subject to the approval of the KO and shall be based on a clear benefit derived for the U.S. Government. See Para 5.5.7 for additional information.

1.6.8.2 New and/or updated equipment may be introduced during the performance period of the contract. Therefore, Contractor personnel shall be required to remain current in his/her training on all equipment they are assigned to use.

1.6.8.3 The Contractor shall be responsible for all Contractor personnel training. The Contractor shall maintain records of all training requirements, training schedules and accomplished (or completed) training.

1.6.8.4 Language capability level requirements in the PWS shall be per the Department of State (DoS) Interagency Language Roundtable (ILR) scale. The contractor shall make a good faith attempt hire drivers with a basic understanding of English. The COR or KO shall be provided proof of proficiency upon request. Removal of Contractor personnel under this contract may be requested by the KO if the contractor is not compliant with this requirement.

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government. The contractor shall provide meeting minutes within five (5) days after each meeting.

1.6.9.1 Performance Status Review (PSR): The Contractor shall participate in PSR meetings every 30th day of the month, unless otherwise determined by the KO. These meetings will be convened by the KO or his or her designated representative, and the Contractor's Program Manager. The agenda for each PSR will be jointly developed by the Government and the Contractor, and will cover the following topics, at a minimum: (1) status of work schedules and problems, (2) financial status for each CLIN, projected manpower and funding requirements, (3) Contractor's Quality Control Inspections, (4) special interest items, (5) program management issues, and, (6) other information requested by the Contracting Officer. The Contractor shall be responsible for preparing all audio/visual materials, graphics, and formal handouts. The Contractor shall prepare the minutes, obtain KO and COR signatures and distribute copies of the minutes within five days of the PSR. The first PSR shall be held not later than the fifteenth workday after the contract start date. The primary purpose of the first PSR is to obtain status of all phase-in activities and phase-in cost performance, and to familiarize both Contractor and Government personnel with the PSR content and format. This will enable PSR structural deficiencies to be identified and corrective actions to be made prior to contract performance.

1.6.9.2 The COR shall schedule meetings with the Contractor as needed. The Contractor shall prepare and distribute a signed report of each meeting to the COR within five working days after the meeting.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections required in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.

1.6.11 Key Personnel: The following personnel are considered key personnel by the government: (a) Program Manager and (b) Lead Dispatcher (On Site).

1.6.11.1 Program Manager (PM): The contractor shall provide a PM who shall be responsible for the performance of the work. When the PM is absent for any reason, an alternate shall be designated to act on behalf of the PM and shall have the same authority as the PM. The name of the PM and an alternate who shall act for the contractor when the PM is absent shall be designated in writing to the contracting officer. The PM shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The PM shall act as a central point of contact with the KO or COR. The PM will not be required to be on duty on site at all times, but shall be available on call 24 hours a day, seven days a week, 365 days a year. The PM shall meet with the COR once a month. The PM shall be required to attend briefings, meetings, conferences and shall be authorized and empowered to act on behalf of the Contractor.

1.6.11.2 Program Manager Qualifications: The PM shall possess the following qualifications.

1.6.11.2.1 US citizen and have or can achieve a secret clearance within six (6) months of employment or a Colombian national with seven (7) years experience in driver/dispatch operations and have or can achieve a Limited Access Authorization (LAA).

1.6.11.2.2 Minimum U.S. four-year college degree in business or equivalent degree or five (5) to ten (10) years of management experience.

1.6.11.2.3 Shall have a minimum of three years experience managing transportation services.

- 1.6.11.2.4 Shall be bilingual – English/Spanish writing, speaking and reading. English Level IV and Spanish no less than Level II IAW DoS ILR scale.
- 1.6.11.2.5 Shall be able to use Microsoft Office Applications
- 1.6.11.3 Lead Dispatcher Qualifications: The LD shall possess the following qualifications.
- 1.6.11.3.1 US or Colombian citizen
- 1.6.11.3.2 Minimum two-year college or technical degree in vehicle operations
- 1.6.11.3.3 Shall have five years prior experience with the management of a commercial vehicle fleet with at least 80 vehicles. Experience shall have been obtained in the last seven years. Experience shall include management and customer service.
- 1.6.11.3.4 Shall be bilingual – English/Spanish writing, speaking and reading. English level II and Spanish no less than Level III or a native speaker IAW DoS ILR scale. A certification attesting to the language level shall be submitted with the proposal.
- 1.6.11.3.5 Shall have in-depth knowledge of US and Colombian Military ranks and protocols.
- 1.6.11.3.6 Shall have in-depth knowledge of Colombian transit law.
- 1.6.11.3.7 Shall have competent ability to use Microsoft Office Applications.
- 1.6.11.4 Resume of Key Personnel: The contractor shall provide a detailed resume of all key personnel listed under Par 1.6.11. The Government reserves the right of first refusal if the individual does not meet the qualifications specified in the PWS.
- 1.6.11.5 Removal and Replacement of Key Personnel: The positions indicated as “key” shall not be vacant for more than seven calendar days. When any of these individuals depart the work site for more than one week, a pre-trained replacement capable of executing the required duties and responsibilities shall be provided. The pre-training of replacement personnel is at the expense of the Contractor and cannot be billed/invoiced under this contract. Replacement or alternate employees must be determined acceptable to the Government prior to acting on behalf of the missing key personnel. Except for vacancies as described herein, key personnel shall not be moved or removed from their functions without a thirty-day notification to the Contracting Officer Representative (COR) and prior Contracting Officer (KO) approval. If any key personnel for whatever reason becomes, or is expected to become unavailable for work under the contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the KO and COR and shall, subject to the concurrence of the KO, promptly replace such personnel with pre-trained personnel of equal ability and qualifications, until the permanent key personnel can be hired and brought on board.
- 1.6.11.6 All requests for approval of replacements shall be in writing and provide a detailed explanation of the circumstances necessitating the proposed replacements. Replacement documentation shall include a complete/detailed resume for the proposed replacement and any other information requested by the KO/COR which is required to approve or disapprove the proposed replacement IAW the minimum qualifications above. The KO and COR shall evaluate such requests and notify the Contractor of approval or disapproval thereof in writing within five days of receipt of the replacement documentation.
- 1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.6.12.1 Contractor shall require contractor/subcontractor employees to display distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor employees shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

1.6.12.2 The Contractor shall ensure that all employees/subcontractors have the required access badges for all work places such as the Embassy, Centro Administrativo Nacional (CAN), Comando Aereo de Transporte Militar (CATAM), and other areas as identified by the KO or COR. Contractor shall provide the KO and COR with the results of all RSO checks.

1.6.13 Contractor Travel: Travel outside of Bogota and throughout and out of Colombia may be required during the performance of this contract. Travel may be required after normal duty hours, including week-ends. Travel under this contract shall be accomplished IAW the U.S. Joint Travel Regulation (JTR). The Contractor shall plan for and request temporary duty (TDY) trips. All travel requests shall be approved by the COR at a minimum of 48 hours prior to travel. Any charges incurred without prior COR approval shall not be reimbursed. For travel within Colombia, the contractor shall be reimbursed for actual travel cost incurred Not-to-Exceed 65% of the official published JTR per diem rates for lodging, meals and incidental expenses. The Contractor shall submit receipts and pertinent supporting documentation for airline tickets, lodging, taxis, fuel, meals, tolls, and other official expenses related to the TDY support. Reimbursement of actual costs incurred shall not include G&A, Overhead or Profit. Contractor shall notify the COR and KO when 75% of the NTE amount is expended.

1.6.13.1 There may be instances when actual travel cost within Colombia exceeds 65% of the official published JTR per diem rates. In these cases, the contractor shall request COR approval prior to travel. Any excess cost incurred without prior COR approval shall not be reimbursed. In no case will the reimbursement be over the maximum per diem rate per the JTR.

1.6.13.2 Temporary Duty (TDY): Vehicle drivers may, from time to time be required to travel on TDY. Estimated number of trips per year is 400. Each TDY trip is estimated to be for a minimum of two days for one driver. Projected TDY areas include but are not limited to Cartagena (50 trips), Barranquilla (20 trips), Villavicencio (100 trips) and other areas (230 trips). Other areas will be identified as the requirement arises. The Government will reimburse temporary travel and duty (TDY) costs incurred by contractor personnel based on the travel provisions in this PWS under Para 1.6.13.

1.6.14 The U.S. Government will not be liable for expenses, damages, replacements costs relating to both services and supplies determined to be the fault of the Contractor.

1.6.15 Data Rights: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights. Any and all reports, equipment purchased using U.S. Government funds, drawings, plans, specifications, and related documents prepared or developed by Contractor in connection with services provided under this scope of work shall become property of the U.S. government.

1.6.16 Disclosure of Information: Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor, or of such nature that its dissemination or use other than as specified in this PWS would be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of this PWS, except to authorize Government personnel upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as, specified in this PWS. All official communication related to this scope of work shall be through the KO.

1.6.17 Files: The Contractor shall maintain complete and accurate files of documentation, records, and reports required under the terms of this contract IAW AR 25-400-2. The Contractor shall not allow access to the files by any Government agency, non-Governmental agency, or individual unless specifically authorized by the Contracting Officer. Files shall be made available to the KO or COR upon request.

1.6.17.1 Documentation: Contractor data and reports submissions shall be computer generated and shall be signed and dated by the contractor's authorized representative. All documents shall be prepared in Microsoft Word or Excel. All documents will be in English with Spanish Translation, as required.

1.6.17.2 The Contractor shall maintain all files and records applicable to the performance of the contract in accordance with Army Regulation (AR) 25-400-2 The Army Records Information Management System (ARIMS). The Contractor shall allow the KO/COR access to all Contractors generated or maintained records, files, reports and data relating to performance of this contract. All records, files, reports and data deemed proprietary by the contractor shall be clearly marked with such classification.

1.6.18 Rules and Regulations: The Contractor will adhere to Host Nation Rules, to include safety requirements and customs when operating OCONUS. If no applicable Host Nation Rules and regulations are available, the Contractor will adhere to U.S. regulations and requirements. The Contractor shall abide by all Host Nation or Government rules, regulations, laws, directives and requirements which are issued during the contract term relating to law and order, labor, administration, and security on and off the installation. Violation of such rules, regulation, laws, directives or requirements shall be grounds for removal (permanent or temporary as the Government determines) from the work site. The contractor will conduct all operations and processes in accordance with the Occupational Safety and Health (OSHA) administration regulatory guidance or local safety and health mandates; if there is a conflict the most stringent standard will apply. All drivers of Government owned vehicles will be trained and licensed in accordance with local, state and federal laws, AR 600-55 Motor Vehicle Driver and Equipment Operator Selection, Training, Testing and Licensing and AR 385-10 The Army Safety Program. The rules and regulations of the installation where the services are performed shall apply to contractor personnel while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian Security police direction in instances where security police have been dispatched to a particular location.

1.6.18.1 The rules and regulations of the installation where services are performed shall apply to the contractor and his employees/subcontractors while on the premises of such installation. These regulations include but are not limited to: presenting valid identification for base entrances, obtaining and using vehicle passes for all contractor-owned and/or privately owned vehicles, obeying all posted directives, and providing strict adherence to Colombian security police direction in instances where security police have been dispatched to a particular location.

1.6.19 Phase-in Period. There will be a 60-90 day phase-in period which will allow the contractor sufficient time to obtain RSO clearances as required under Part 1.6.7.1 for prospective contractor personnel. No cost will be charged against the contract during this period.

1.6.20 Antiterrorism (AT) Level I/Operational Security (OPSEC):

1.6.20.1 AT Level I Training: All contractor employees to include subcontractor employees, requiring access to Army installations, facilities and controlled access shall complete AT Level I awareness training within 30 days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee to the COR or the KO within ten (10) calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website:
<https://atlevel1.dtic.mil/at>.

1.6.20.2 OPSEC Standard Operating Procedure (SOP)/Plan. The contractor shall develop an OPSEC SOP/Plan within 90 calendar days of contract award to be revised and approved by the responsible Government OPSEC Officer per AR 530-1 Operations Security. This SOP/Plan will include the government's critical information why it needs to be protected. Where it is located, who is responsible for it and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1.

PART 2
DEFINITIONS & ACRONYMS

2. **DEFINITIONS AND ACRONYMS**

2.1 **DEFINITIONS**

2.1.1 **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2 **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3 **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.6 **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.7 **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

2.1.8 **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 **QUALITY ASSURANCE Surveillance Plan (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.10 **QUALITY CONTROL.** All required measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.12 **WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12 **WORK WEEK.** Monday through Friday, unless specified otherwise.

2.2 **ACRONYMS**

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CAN	Centro Administrativo Nacional
CATAM	Comando Aereo de Transporte Militar
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
DOS	Department of State
FAR	Federal Acquisition Regulation
ILR	Interagency Language Roundtable
KO	Contracting Officer
OCNUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
RMO	Resource Management Office
RSO	Regional Security Office
TCSC	Theater C4S Support Center

PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

3.1 Facilities: The Government will provide facilities, office furniture, office automation, telephones, fuel, equipment and insurance for all USMILGP vehicles. It is the responsibility of the contractor to notify the Government of any additional equipment required to perform the functions of this contract.

3.2 Utilities: The Government will provide all utilities in the facility for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.3 Equipment: The Government will provide all vehicles, fuel, insurance and all communication equipment for the drivers and dispatchers.

3.3.1 The Government shall provide all equipment, office supplies, furniture, working space, vehicles and all required communication equipment for the drivers and dispatchers. The Government is responsible for all maintenance and replacement of vehicles and equipment.

3.3.2 Cell Phones/Radios: The Government will provide cell phones and radios to all drivers and dispatchers. Government provided cell phones may only be used for official purposes in fulfilling the contract. The contractor will be liable for any improper charges. The Government will provide the Lead Dispatcher an approved Blackberry that enables the Lead Dispatcher to receive emails from the Theater C4S Support Center (TCSC) system.

3.3.3 The Government will provide all vehicle insurance fees for the USMILGP vehicles. The Contractor shall be responsible to prepare the required documentation and coordination with the USMILGP Resource Management Office (RMO) for the payment of insurance, permits and diplomatic plate processing fees.

3.4 All Government Furnished Property (GFP) provided under this contract shall be for the exclusive and official use in support of this contract. Contractor shall maintain GFP IAW AR 735-5 Policies and Procedures for Property Accountability and all applicable property FAR clauses.

PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES

4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES

4.1 Program Management: The Contractor shall be 100% responsible for all management, human resources, supervision, training, and all other resources required to accomplish all the requirements in this PWS and fully implement and comply with all the terms and conditions of this contract.

4.2 The contractor shall be responsible for 100% of all supplies or services required to perform this contract unless specified as GFP/GFE/GFS in this PWS.

4.3 Cell Phones: The Contractor shall provide cell phones to all key personnel, customer service personnel, liaison or technical support personnel.

4.4 Insurance: All insurances required by the Government of Colombia to operate within the country shall be obtained and maintained as required by the Government of Colombia. Insurance requirements include but are not limited to Third Party Damage, First Person Fatality, Additional person Fatalities, Criminal court representation and Civil Representation.

4.4.1 Worker's Compensation and Employers Liability Insurance as required by law except that if the contract is to be performed in a country which does not require or permit private insurance, then compliance with the statutory or administrative requirements for the Country of Colombia. The required Worker's Compensation insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit as required by the Government of Colombia.

4.4.2 General Liability Insurance. Bodily injury liability insurance, in the minimum limits as established by the Government of Colombia, per occurrence shall be required on the comprehensive form of policy.

4.4.3 Automobile Liability Insurance for Contractor Owned/Leased Vehicles. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits as established by the Government of Colombia shall be required.

4.5 Payment of Wages/Salaries: The contractor shall be responsible for payment of all employee salaries, vacations, social security, medical insurance, family subsistence and all other entitlements required by Colombian labor laws. At a minimum, the Contractor shall adhere to applicable wages established by the GOC. Additionally, the Contractor will make a good faith attempt to provide reasonable wages to maintain stability in the workforce.

4.6 Contractor Vehicles and Passes: All contractor employees' and Contractor's subcontractor vehicles used for the performance of this contract shall comply with all Colombian Government Regulations. In addition, all vehicles described above must be registered through the Government of Colombia or with the installation office for the Colombian Military Base that they are working on. Pass and Registration will comply with Colombian Installation Commander Directives. The contractor is responsible to provide maintenance or fuel for contractor vehicles.

4.6.1 Vehicle and personal passes are the property of the Government of Colombia and will be surrendered upon termination of employment or the end of the contract performance period to the COR. Any pass will be surrendered to US or Colombian Security Forces upon demand to positively identify a person's need to be on Colombian Military Installation or the grounds of the US Embassy, Bogota, Colombia, or other facilities based on duty location.

4.7 Removal of Contractor Property: The Contractor shall, within 30 days after completion of this contract, remove from USMILGP premises all Contractor owned vehicles, equipment, tools, supplies, material or other items

for which title does not pass to the U.S. Government (e.g., POVs). If the Contractor does not remove said items from USMILGP within the time limit specified above, the items shall become the property of the U.S. Government or the Contractor will be charged for its removal or storage fees, or both, at the Government's discretion.

PART 5 SPECIFIC TASKS

5. **SPECIFIC TASKS:** The contractor shall provide non-personal dispatch and driver services for the USMILGP-CO.

5.1 **Dispatch and Driver Services:** The Contractor shall provide all non-personal services required to include but not limited to management, supervision, personnel, training and all other resources required to provide dispatch and driver services for the USMILGP, 24 hours a day, seven (7) days a week, 365 days a year. Contractor shall maintain an operations center to coordinate all vehicle services via cell (mobile) phones and office phones, e-mail and Avantel communications. The contractor shall:

5.1.1 Establish and maintain an operations center in the government provided office to coordinate all vehicle services via cellular phones, office phones, e-mail, and Avantel communications.

5.1.2 Manage dispatch programs, MILGP vehicle status and records for up to 100 Light Armored Vehicles (LAVs), and MILGP licenses using automated programs and the Standard Army Maintenance System Enhanced (SAMS-E) program.

5.1.3 Prepare, review and monitor drivers' work schedules and driver overtime hours.

5.1.4 Prioritize transportation requirements.

5.1.5 Monitor vehicle locations utilizing the Government-furnished vehicle GPS system.

5.1.6 Coordinate all driver support requirements with the MILGP, US Embassy, RSO, ` Colombian and Military Police, as required for the dispatch and transportation of all MILGP, and temporary duty (TDY) personnel, and their family members.

5.1.7 Provide driver services to support the MILGP operating in Bogota, Colombia and outlying areas as identified by USG.

5.1.8 Be familiar with all primary and alternate routes in Bogota and the Metropolitan areas.

5.1.9 Transport TDY personnel to work sites and bases around and outside Bogota.

5.1.10 Provide transportation service runs to Bogota International Airport, hotels, and bases for MILGP and TDY personnel.

5.1.11 Understand and obey all Colombian traffic laws and adhere to all Force Protection guidance.

5.1.12 Oversee, prepare, organize, and validate maintenance records (i.e. licenses, dispatching log books, fuel consumptions, miles, expenditures, and other maintenance records.

5.1.13 Provide transportation service for school age PCS family members; requirement averages seven (7) vans that transport 60 children from 0600-0800 hours to schools and 1400-1600 hours to homes, Monday through Friday.

5.2 **Vehicle and Driver Services:** The Contractor shall provide the supervision, labor, and materials to plan, schedule, coordinate, and ensure the effective and economical performance to provide dispatching and driver services to support the USMILGP operating in Bogota, Colombia and outlying areas as identified by the USMILGP Commander. Service categories include: Lead Dispatcher, Vehicle Dispatchers and Vehicle Drivers.

5.2.1 Lead Dispatcher (LD): The LD shall:

5.2.1.1 Manage the vehicle dispatch and driver services, organize vehicle shuttle routes, fulfill pre-planned and immediate transportation requests, and manage a driver pool comprised of contractor drivers, Colombian Military drivers (Assistance- in-Kind (AIK)) assigned to the MILGP, and Foreign Service National (FSN) Drivers assigned to the MILGP.

5.2.1.2 Supervise and coordinate all contractor provided dispatching operations for the MILGP. Prepare, review and monitor drivers' work schedules and overtime hours.

5.2.1.3 Be proficient in general office duties: fax, computer knowledge, scanners, multi-line phones, filing, data entry, and general office maintenance.

5.2.1.4 Be able to prioritize transportation requirements and be able to work under pressure. Coordinate Distinguished Visitors (DV) vehicle force protection requirements with the MILGP DV Officer. Coordinate with other agencies, i.e. MILGP, U.S. Embassy, RSO, Colombian and Military Police, etc., for all DV and Special visits.

5.2.1.5 Prepare administrative and dispatch reports.

5.2.1.6 Perform liaison duties in a supply and maintenance activity associated with Driver and Dispatch Services between the MILGP and COLMIL.

5.2.1.7 Establish a system for maintaining fuel consumption records.

5.2.1.8 Establish and maintain a standard system for recording the actual release and return of fleet vehicles to ascertain the current location and vehicle driver.

5.2.1.9 Schedule servicing of fleet vehicles including lubrication, oil and filter changes, body and engine repair, tires, required warranty work, and cleaning of vehicles.

5.2.1.10 Review vehicle service records and determine service needs; write maintenance repair orders to the Joint Logistics Service Facility (JLSF) Motor Pool Maintenance Office.

5.2.1.11 Process vehicle permits, insurance documents, and check vehicles for emissions compliance.

5.2.1.12 This position requires shift work, holidays and weekends. Uniform is business, i.e. dress pants, dress shirt, tie, and jacket.

5.2.1.13 Lead Dispatcher: This is a key personnel position. See Part 1 Para 1.6.11.3.

5.2.1.14 Qualifications and Experience: See Part 1 Para 1.6.11.4.

5.2.2 Vehicle Dispatchers (Other than Lead Dispatcher): The vehicle dispatchers shall:

5.2.2.1 Dispatch vehicles, arrange and coordinate transportation requirements for all MILGP personnel and their family members, TDY personnel, Government DVs, and special visits.

5.2.2.2 Assign vehicles to drivers to provide transportation for approximately forty-five (45) MILGP Permanent Change of Station (PCS) personnel, TDY personnel, and DVs while ensuring the efficient and effective use of vehicles and drivers. Driver assignments include direct support to USMILGP PCS personnel that travel throughout Bogota, Colombian Military bases and offices located in Melgar, Apiay, Cali, Cartagena, Rio Negro, Palanquero and Santa Marta.

- 5.2.2.3 Plan and manage the transport TDY personnel to work at sites and bases outside Bogota.
- 5.2.2.4 Plan and manage the transportation service for school age PCS family members; requirement averages seven (7) vans that transport 60 children from 0600-0800 hours to schools and 1400-1600 hours to homes, Monday through Friday.
- 5.2.2.5 Plan and manage the transportation support for Government Distinguished Visitors for the USMILGP, averaging 90 VIP visits annually. DVs require transportation service in locations outside Bogota to include but not limited to Cali, Medellin, Cartagena, Bucaramanga, and Melgar.
- 5.2.2.6 Assists the LD to coordinate with other agencies, i.e. MILGP, U.S. Embassy, RSO, Colombian and Military Police, etc., for all DVs and special visits.
- 5.2.2.7 Oversee, prepare, and validate maintenance records (i.e. licenses, dispatching log books, fuel consumptions, maintenance expenditures, and other maintenance and administrative records)
- 5.2.2.8 Prepare administrative reports and perform other duties as required.
- 5.2.2.9 Determine temporary and permanent vehicle requirements; combine user trips when possible; shift vehicles within the fleet to ensure equalization of mileage for a specific period of time; schedule drivers; and locate available vehicles.
- 5.2.2.10 Gather and record information to manage vehicle usage; update fleet inventory and service records. This information shall include:
- (1) Outgoing odometer mileage
 - (2) Destination
 - (3) Estimated time of return
 - (4) Return odometer mileage
 - (5) Return time
 - (6) Any observable maintenance and repair work.
- 5.2.2.11 This position requires shift work, holidays and weekends. Dress requirements are business casual (i.e. dress pants and dress shirt).
- 5.2.2.12 Vehicle Dispatchers Qualifications and Experience:
- 5.2.2.12.1 Shall have a high school diploma (Colombian Equivalent)
- 5.2.2.12.2 Shall have two (2) years work experience in related field
- 5.2.2.12.3 Shall be bilingual – English/Spanish writing, speaking and reading. English level II and Spanish no less than Level III or a native speaker IAW DoS ILR scale.
- 5.2.2.12.4 Education may be waived by the COR/KO based on a combination of the individual's level of continuing education (working towards a high school diploma) type and length of work experience.
- 5.2.3 Vehicle Drivers: The contractor shall:
- 5.2.3.1 Provide sufficient quantity of drivers to support an estimated 172,224 hours per year. Driver overtime hours are estimated at 43,056 hours. The number of overtime hours is estimated for the year. English language capability is not required, but desired up to a DoS ILR scale Level I capability .

- 5.2.3.2 Maintain three (3) drivers in Melgar and two (2) drivers in Cartagena. The drivers in Cartagena shall support transportation requirements in Covenas, Cartagena, Barranquilla, Santa Marta and la Guajira peninsula.
- 5.2.3.3 Provide a minimum of ten (10) drivers with experience driving oversize vehicles, i.e. Suburbans. Train four (4) drivers to provide backup drivers for the USMILGP's two (2)-ton armored cargo truck.
- 5.2.3.4 Provide scheduled transportation missions on time, safe transportation IAW US Embassy Motor Vehicle Operations Standards and USMILGP Motor Operations Standard Operating Procedures and perform required preventive maintenance and visual inspections on all LAVs, and keep the vehicles clean.
- 5.2.3.5 Maintain vehicle logbook maintenance forms, records, and vehicle accident reports.
- 5.2.3.6 Pick-up and/or deliver correspondence as required by the MILGP
- 5.2.3.7 Drive for DVs and special visitors as required.
- 5.2.3.8 Perform daily preventive maintenance checks and services (PMCS).
- 5.2.3.9 Execute defensive driving techniques for force protection and emergency threats. (Accident Avoidance, High Speed Driving, Motorcade Operations, Tactical/Precision Backing, Threshold Braking, and High Center of Gravity Considerations)
- 5.2.3.10 To support the MILGP cargo LAV and truck requirements, a minimum of six (6) drivers shall be qualified to drive commercially armored cargo trucks, i.e. Ford Econoline Box Truck, 4 to 7 meters in length.
- 5.2.3.11 Drivers shall not have more than two vehicle accidents or incidents a year. Two or more vehicle accidents/incidents in a year could be subject to dismissal from the contract. This may be waived by the COR depending on the nature of the traffic accidents/traffic violations. Driving under the influence constitutes an immediate dismissal from the contract. Any dismissals will be in coordination with the Contractor, COR and KO.
- 5.2.3.12 The drivers shall work shift work other than standard Monday thru Friday. Uniform is business (i.e. jacket and tie).

5.3 Vehicle Operator's Maintenance

5.3.1 USMILGP requires that drivers shall not drive a vehicle unless he/she is satisfied that it is in safe operating condition. Prior to using a USMILGP vehicle, it is mandatory that the vehicle be visually inspected by the authorized drivers utilizing the vehicle. Drivers must complete a Dispatch Vehicle Form (Appendix I) and describe any problems, malfunctions or changes in the condition of the vehicle that were noted. This form shall be provided to the USMILGP Motorpool Supervisor within one (1) day of completion. This will ensure that they are not held responsible for subsequent damage to motor pool vehicles.

5.3.2 Day-to-Day Care: Drivers are responsible for performing a daily walk-around of their vehicles using the Operator's Daily Checklist (Appendix II) to include:

- (1) Tire and body physical condition
- (2) Engine inspection (belts, hoses, fluid levels and leaks of any kind)
- (3) Exterior lights, signals and windshield wipers
- (4) Interior lights, gauges and horn
- (5) Windows, windshield wipers, and interior features
- (6) Miscellaneous (i.e., valid access permits, insurance documents, dispatch and license plates)

5.3.3 Inspection Forms: Inspection forms for motor pool must be filed on a daily basis. If operational deficiencies or need for repairs are noted, the dispatch office is responsible for submitting a Vehicle Maintenance Repair Checklist (Appendix III) to the USMILGP Motorpool. A mechanic and/or the Maintenance Foreman will perform a review of the vehicle based on the remarks. Likewise, a Driver's Vehicle Inspection Report (Appendix II) will be completed by STS (transit) bus drivers and an Operator's Daily Checklist (Appendix II) will be completed by Equipment Operators.

5.3.4 Scheduled Preventive Maintenance: Drivers are responsible to meet the preventive maintenance schedule that is listed in the SAMMS-E dispatch report. The Drivers will ensure that the vehicles are washed and free of debris around the wheel. This will assist the vehicle maintenance mechanics to quickly perform the preventive vehicle inspections.

5.3.5 Corrective Maintenance: Drivers are responsible to immediately initiate a service request in case a vehicle is inoperative. The driver will contact the Dispatch Office which will coordinate maintenance assistance with the USMILGP Motorpool Manager and/or Logistics Services Contractor. The driver shall employ safety road side markers, as required. The driver shall remain with the vehicle until it is towed to the USMILGP maintenance facility.

5.3.5.1 Qualifications and Experience:

- (1) Shall have two (2) years prior work experience and a minimum one year experience in operating/driving Light Armored Vehicles (LAV). Experience shall be in chauffeur or security driving career field.
- (2) Drivers shall be able to understand and obey all Colombian traffic laws and adhere to all Force Protection guidance, proper utilization of the Global Position System (GPS), take alternate routes, and be familiar with all primary and alternate routes in Bogota and the Metropolitan areas.
- (3) Vehicle drivers that currently have badges issued through the US Embassy must have at least a minimum 8th grade level education (prefer high school diploma). All new hires shall have at least a high school diploma (or Colombian Equivalent).

5.3.6 All drivers shall take and pass a driver's defensive, offensive, safety, and security driving course before starting work on the contract and annually thereafter. The Contractor shall have a certified (by the USMILGP) drivers training program that shall consist at a minimum of: Proper driving, safety, and security techniques, PMCS, primary/alternate route selection, defensive, offensive driving and methods of evasive driving. The drivers training shall be performed using Light Armoured Vehicles.

5.3.7 Driver Training, Testing and Licensing: The contractor shall provide a MILGP certified driver's training program that consists, at a minimum of: Proper driving, safety, and security techniques; PMCS; primary/alternate route selection and be familiar with all primary and alternate routes in Bogota and the Metropolitan areas; defensive and offensive driving and methods of evasive driving; and operation of the GPS system. The contractor shall perform administrative functions to facilitate the training, testing, and licensing of contractor and AIK drivers for MILGP J4 licenses IAW AR 600-55, The Army Driver and Operator Standardization Program (Selection, Training, Testing, and Licensing), Smith System Driver's Training Course or the National Safety Council Driver's Training Course and local US Embassy and MILGP directives. Contractor personnel that do not have the required certificates and training will be formally trained within 60 days of employment. The contractor shall be 100% responsible for all the training, licenses, clearances, and certifications to complete the requirements of this contract unless otherwise specified herein. The contractor shall perform the following:

5.3.7.1 Process requests for initial and/or updated Government Services Administration Optional Form (OF) 346, and MILGP Operator Permits Motor Vehicle Operator's Identification Card submitted from authorized personnel to include military, Department of Army (DA) civilian, FSN and contractor-employed personnel.

5.3.7.2 Process DA Form 348, Equipment Operator's Qualification Record, for authorized personnel IAW AR 600-55.

5.3.7.3 Annotate on DA Form 348 with the driver training and instruction received by personnel. Verify that training/instruction was provided by a qualified driver training instructor.

5.3.7.4 Verify requests for appointment of contractor-employed driving instructors to ensure personnel are qualified IAW AR 600-55.

5.3.7.5 Maintain file copies of appointment orders of personnel designated as driving instructors by MILGP Commander and/or Chief, Supply Operations.

5.3.7.6 Maintain files of DA Form 348 for personnel licensed by the MILGP Motor Pool Office.

5.3.7.7 Conduct a Driver Orientation Class, designated as the MILGP Driver's Course, to all contractor employees and AIK drivers. This training shall be provided in sufficient quantity to support new hires, new AIK assignments, and employee turnover. The contractor shall develop a Program of Instruction (POI) and course material for the Driver Orientation Class in both English and Latin American Spanish. The POI and course material developed and delivered under this task order shall be deemed a "special work" as provided by the task order requirements package and DFARS 252.227-7020. Contractor shall use the following resources to develop the Driver's Orientation Course: "Smith Systems Drivers Training Course" and "Defensive Drivers Course" and the MILGP-provided "Motor Pool Standard Operating Procedures (SOP)." The Driver Orientation Class shall include, but is not limited to the following topics:

- (1) USMILGP Driving rules, General Order 1, Policy Letter 15 and select Army Regulations pertaining to Vehicle Safety, Maintenance, and Force Protection
- (2) Speed limits
- (3) Safety awareness items and hazards for driving in Bogota and locations outside the city
- (4) Local driving laws in Colombia
- (5) Procedures to follow if involved in an accident
- (6) Provide the Smith System Driver Improvement and Safety and Accident Avoidance Course to contractor and AIK drivers
- (7) USMILGP GPS operations and reports

5.3.7.8 The contractor Master Driver shall assist the MILGP Support Operations Master Driver to provide driver safety classes for US Military, DA civilian personnel, and other tenant and rotational exercise unit personnel, as required.

5.3.7.9 The contractor shall be responsible for all contractor personnel training. The contractor shall maintain records of all requirements, schedules and accomplished training.

5.4 Contractor Planning and Reporting

5.4.1 The Contractor shall provide plans and procedures as stated below and as called out anywhere else in the contract. Unless otherwise specified, the plans, shall be provided to the COR and KO within 30 days after award. Standard Operating Procedures (SOPs) shall be submitted to the COR and KO within 60 days after award. All plans and SOPs will be submitted to the Government for approval. Plans and SOPs will be fully compliant with regulations and directives. If not approved, the plan or SOP will be returned to the Contractor for correction and resubmission.

5.4.1.1. Overall Management and Staffing Plan

Initial plan to be submitted with proposal
Final plan to be submitted within five (5) days of contract award.

5.4.1.2. Quality Control Plan Submit within 30 days of contract award

5.4.1.3. Training Plan Submit within 30 days of contract award

5.4.1.4. Safety Plan Submit within 30 days of contract award

5.4.1.5. SOPs Submit within 60 days of contract award

5.4.1.6. All other plans/reports identified elsewhere in the PWS Submit as required

5.4.1.7 Overall Management and Staffing Plan: The Contractor shall provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in the PWS. Describe methods and procedures, if any, for cross-utilization of assigned personnel within and between functional areas. The initial plan shall be submitted with the proposal. The final plan shall be provided to the COR and KO within fifteen (15) days of contract award and updated as needed and a copy provided to the COR and KO before implementation.

5.4.1.7.1 Within five (5) work days of contract award, the Contractor shall submit its final staffing plan of key and relevant personnel outlining qualifying skill sets, experiences and certifications. Key and relevant positions are defined in Part 1 Para 1.6.11.1 through Para 1.6.11.4.

5.4.1.7.2 The Contractor shall submit a complete list of all anticipated subcontractors, if any, to be used in the performance of the contract within five (5) days of contract award. Contractor shall submit the following documentation/information to the COR for review and final approval by the KO:

Company Name and Current Address
Chamber of Commerce Certificate
POC Name, Telephone Number, E-mail Address
Copy of the Cedula of everyone listed on the Chamber of Commerce Certificate

5.4.1.7.3 If the proposed subcontractor is a non-Colombian company, the Contractor shall submit the equivalent documentation/information stated above.

5.4.1.8 Training Plan: The Contractor shall develop a Training Plan that outlines training requirements to accomplish the work stated in the PWS. The training plan will discuss how the contractor will initially acquire and sustain the level of training required to perform the required services. The plan shall be submitted to the COR and KO for approval within 30 days of contract award. The approved training plan shall be updated yearly thereafter, as a minimum.

5.4.1.9 Safety Plan: The Contractor shall comply with all applicable US and Colombian safety, health and environmental regulations. In addition, the Contractor shall implement and maintain a safety program for preventing accidents and preserving the life and health of Contractor personnel and a safety program for U.S. Government personnel involved in the performance or administration of the contract. The Contractor's safety program shall be in accordance with AR 385-10 The Army Safety Program, US Embassy Motor Vehicle Operations Standards and USMILGP Motor Operations Standard Operating Procedures. The safety plan shall be submitted to the COR and KO within 30 days of contract award.

5.4.10 Internal/External Standard Operating Procedures (SOPs): The Contractor shall develop, maintain, and implement internal and external SOPs, manuals, and/or user guides for all support areas described in the PWS. These internal operating manuals/plans or external customer support guides shall contain processes and controls by which the Contractor shall accomplish functions and associated tasks and describe how the customer should coordinate to receive support. The Contractor shall submit the SOPs to the KO and COR for review and approval within sixty (60) days after contract award. Plan shall be updated and submitted for review and approval annually to the KO/COR or within five (5) days as changes occur.

5.4.11 Reports: The Contractor shall provide weekly, monthly, quarterly, and annual reports as directed by the U.S. Government in the agreed format (U.S. Government or contractor). These reports shall include but are not limited to the following:

Item No.	Report Title	Frequency	Submit to
1	Personnel Report – include vacancies, terminations, new hires	Monthly	COR and KO
2	Accident Report	As required within 24 hours of incident	COR and KO
3	Contractor Billing Report	Monthly	COR and KO
4	Driver's Overtime and Services	Daily	COR
5	Overtime Report – All	Monthly	COR and KO
6	Vehicle Miles Driven	Monthly	COR
7	Fuel Consumption	Monthly	COR
8	VIP Vehicle Support	Weekly	COR
9	GPS Report	Weekly	COR
10	Situation Report to Include All PWS Areas	Monthly	COR and KO
11	Other Reports as Required by the COR/KO	As Required	COR/KO

5.4.11.1 Personnel Report: The Contractor shall submit a monthly report of personnel employed under this contract. The report, at a minimum will include (1) name of employee; (2) position description; (3) CLIN billed under; (4) date hired; (5) date terminated, if applicable; (6) duty status (on duty or on leave); (7) remarks/status. Contractor shall submit a report format to the KO and COR for approval within 30 days of contract award. The report shall be submitted to the COR and KO every 5th of the month with the first report to be provided within five (5) days after start of contract performance.

5.4.11.2 Accident Report: The Contractor shall maintain an accurate record of accidents resulting in injury or death and accidents resulting in damage to Government property, supplies, and equipment. The Contractor shall provide immediate verbal notification of any accident/incident to the COR. A subsequent written report to include all details of the accident/incident shall be submitted to the COR and KO within 24 hours of the incident. The Contractor shall refer to AR 385-40, *Accident Reporting and Records* for contents and guidance on preparation of the report.

5.4.11.3 Contractor Billing Report (CBR): The contractor shall submit, within 10 workdays of the end of the prior month, a monthly CBR report that identifies the: (1) grand total contract award amount for the current initial or option year, (2) the total contract award amount for each contract line item for the current initial or option year, (3) cumulative actual costs incurred for the month for each contract line item and the remaining balance for each line item. The CBR shall identify costs by each element of the work breakdown structure. Also, the Government may, from time-to-time, request to have functional reporting accomplished for specific work sub-tasks within a functional area. These sub-tasks will be identified at the time and the KO/COR will require the contractor to provide cost performance data.

5.4.11.4 Driver's Overtime and Services: The Contractor shall maintain a daily record of transportation services provided by the Dispatch Office. The report shall be sent to the COR by email daily. The report will record services for TDY personnel and separately for PCS personnel. It will include number of trips made and number of

passengers transported. The VIP services shall also be tracked separately. The daily report will include Unfulfilled services and delayed services and the reasons why the transportation service was not conducted on time or at all. The report will include accumulated Driver Overtime for the week.

5.4.11.5 Overtime Report - All: The Contractor will provide a report of all overtime performed by contractor personnel during the month. If any driver worked overtime more than twelve (12) hours per week, the COR approval date shall be included. In addition, the report shall include the COR approval date for any overtime performed by the lead dispatcher and dispatcher personnel.

5.4.11.6 Vehicle Miles Driven: The Contractor shall report by vehicle plate number the miles driven each month.

5.4.11.7 Fuel Consumption: The Contractor shall report by vehicle plate number the number of gallons of fuel consumed each month.

5.4.11.8 VIP Vehicle Support: The Contractor shall report scheduled transportation support for VIPs and projected transportation mission for upcoming VIP visits. The Contractor shall report any constraints the dispatch office projects with scheduled and future VIP transportation missions to the COR.

5.4.11.9 GPS Report: The Contractor shall use the USMILGP GPS service in its operations. The Contractor shall ensure all drivers are trained in using the USMILGP GPS service. At a minimum, the Contractor shall report weekly, vehicle and driver names that exceed the Colombian speed limits, drivers that do not enter access codes into the GPS system and vehicles that are located in off limits areas per the USMILGP Force Protection Policy Letter and Regional Security Office restricted area listing

5.4.11.10 Situation Report: The Contractor shall submit a monthly report that summarizes the Driver/Dispatch operations during the month. As a minimum, the report shall include successes, problems, training information, new personnel hiring and significant events that may affect the services being provided. This report may also included contractor recommendations on how services may be improved.

5.4.11.11 Other Reports as Required: At any given time during the contract period of performance, the contractor may be required to provide reports in addition to the reports mentioned above. The COR/KO will provide the information required to be included in the report, if and when this situation arises.

5.4.11.12 The Contractor shall update all plans and procedural documents as changes occur. Updates shall be provided to the Government five (5) days prior to the effective date of the change.

5.5 Contractor Manpower Reporting (CMR): The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on the "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contract services. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on the "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's CMR website.

PART 6
APPLICABLE PUBLICATIONS

6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

6.1 The contractor must abide by all most current applicable regulations, publications, manuals and local policies and procedures identified below.

- 1) Army Regulation 750-1, Army Material Maintenance Policy
- 2) Army Regulations 58-1, Management Acquisition and Use of Motor Vehicles
- 3) Army Regulation 735-5, Policies and Procedures for Property Accountability
- 4) Army Regulation 600-55, Motor Vehicle Driver and Equipment Operator Selection, Training, Testing and Licensing
- 5) Army Regulation 385-10, The Army Safety Program
- 6) Army Regulation 25-400-2, The Army Records Information Management System
- 7) Army Regulation 530-1, Operations Security
- 8) US Embassy Motor Vehicle Safety Management Program
- 9) USMILGP Policy Letter #15, Vehicle Dispatch and Usage Policy
- 10) USMILGP SOP Motor Pool
- 11) The Smith System Driver's Training Course and Five Keys to Safe Driving

PART 7
TECHNICAL EXHIBIT/APPENDIX LISTING

7. Technical Exhibit List

- 7.1 Exhibit 1 Performance Requirements Summary
- 7.2 Exhibit 2 Deliverables Schedule
- 7.3 Exhibit 3 List of Holidays
- 7.4 Exhibit 4 Government Furnished Property

7.5 Appendix List

- 7.6 Appendix I Dispatch Vehicle Checklist
- 7.7 Appendix II Operator's Daily checklist
- 7.8 Appendix III Vehicle Maintenance Repair Checklist

TECHNICAL EXHIBIT 1**Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold (This is the maximum error rate. It could possibly be "Zero deviation from standard")	Method of Surveillance	% Deduction from monthly invoice for not meeting Performance Standards
1. Combating Trafficking in Persons FAR 52.222-50 c	The Contractor shall Notify its employees of a. The United States Government's zero tolerance policy described in paragraph (b) of this clause The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment	100% Compliance	100% Inspection, COR Validation	1% of CLINs total monthly price will be deducted
2. Contracting Manpower Reporting PWS Para 5.5 and CLIN 0009	The Contractor shall completely fill in all the information in the format using the following web address https://cmra.army.mil . The contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. If contract period of performance ends prior to September 30, the contractor has 30 day from end date of the contract to complete the CMR requirement.	100% Compliance	100% Inspection, COR Validation	1% of CLINs total monthly price will be deducted
PRS # 1 Program Management	Contractor shall establish all	95%	COR	3% of CLINs total

PWS Para 1.6.11.1-1.6.11.2	management, human resources, supervision, training, certification etc. required to fully implement and comply with all the terms and conditions of this contract	Compliance	Surveillance; Periodic inspection	monthly price will be deducted
PRS # 2 Training/Certification/ Personnel PWS Para 1.6.7.1 & 1.6.8.1 – 1.6.8.4	Contractor shall provide a workforce that possesses the training, skills, licenses, clearances, certifications, and experience required to satisfactorily perform the services and operate the equipment required by this contract	95% Compliance	COR Surveillance; Periodic inspection	3% of CLINs total monthly price will be deducted
PRS # 3 Vehicle Maintenance PWS Para 5.3 – 5.3.5	Contractor drivers perform daily PMCS. PMCS will be recorded and a copy will be provided to the MILGP Motor pool Manager each month. NMC Faults will be reported immediately.	100% Compliance	COR Surveillance; Periodic inspection	3% of CLINs total monthly price will be deducted
PRS # 4 Driver Performance PWS Para 5.2.3 – 5.3.5.1	Drivers shall understand and obey all Colombian traffic laws, adhere to all Force Protection guidance, proper utilization of the Global Position System (GPS), take alternate routes, and be familiar with all primary and alternate routes in Bogota and the Metropolitan areas.	98% Compliance	COR Surveillance; Periodic inspection	5% of CLINs total monthly price will be deducted
PRS#5 Driver's Training and Certification PWS Para 5.3.6	All drivers shall take and pass a driver's defensive, offensive, safety, and security driving course before starting work on the contract and annually thereafter	100% Compliance	COR Surveillance; Periodic inspection	5% of CLINs total monthly price will be deducted
PRS#6 Dispatch and Driver Services Para 5.1-5.2.2.11	Dispatch and driver services shall be provided 24 hours a day, seven (7) days a week, 365 days a year.	100% Compliance	COR Surveillance; Periodic inspection;	5% of CLINs total monthly price will be deducted
PRS#7 Reports Para 5.4.11	Contractor shall submit reports within specified time frame as listed in the schedule in Para 5.4.11.	95% Compliance	COR Surveillance; Periodic inspection	2% of CLINs total monthly price will be deducted
PRS#8 Accident Reporting Para 5.4.11.2	Contractor shall report accidents IAW USMILGP procedures, AR 385-40. Immediate verbal notification and written report within 24 hours of the incident	100% Compliance	COR Surveillance; Periodic inspection	2% of CLINs total monthly price will be deducted

TECHNICAL EXHIBIT 2
DELIVERABLES SCHEDULE

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Meeting Minutes PWS Para 1.6.9	Every 30 th day of the month for the PSR; For other meetings, as determined by the KO or COR. Meeting minutes to be provided within five days after each meeting.	1 PDF file to be sent via e-mail	PDF File signed by the COR, KO and contractor PM	COR/KO Name and contact info to be provided on contract award
Overall Management & Staffing Plan PWS Para 5.4.1.1	Initial plan to be submitted with proposal; final plan to be submitted within five (15) days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Final Staffing Plan of Key Personnel PWS Para 5.4.1.1	Five (5) days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Subcontractor List (if applicable) PWS Para 5.4.1.7.2	Five (5) days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Quality Control Plan PWS Para 1.6.1	30 days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Training Plan PWS Para 5.4.1.3	30 days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Safety Plan PWS Para 5.4.1.4	30 days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Standard Operating Procedures PWS Para 5.4.1.5	60 days after contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO
Personnel Report PWS Para 5.4.11.1	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Accident Report PWS Para 5.4.11.2	As Required within 24 hours of incident	1 PDF file to be sent via e-mail	PDF File	COR/KO
Contractor Billing Report PWS Para 5.4.11.3	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Driver's Overtime and Services PWS Para 5.4.11.4	Daily	1 PDF file to be sent via e-mail	PDF File	COR
Overtime Report - All PWS Para 5.4.11.5	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Vehicle Miles Driven PWS Para 5.4.11.6	Monthly	1 PDF file to be sent via e-mail	PDF File	COR

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMAT</u>	<u>SUBMIT TO</u>
Fuel Consumption PWS Para 5.4.11.7	Monthly	1 PDF file to be sent via e-mail	PDF File	COR
VIP Vehicle Support PWS Para 5.4.11.8	Weekly	1 PDF file to be sent via e-mail	PDF File	COR
GPS Report PWS Para 5.4.11.9	Weekly	1 PDF file to be sent via e-mail	PDF File	COR
Situation Report PWS Para 5.4.11.10	Monthly	1 PDF file to be sent via e-mail	PDF File	COR/KO
Other Reports PWS Para 5.4.11.11	As Required	1 PDF file to be sent via e-mail	PDF File	COR/KO
AT Level 1 Training Certificates PWS Para 1.6.20.1	Within ten (1) calendar days after completion of training by all employees and subcontractor personnel	1 PDF file to be sent via e-mail	PDF File	COR/KO
OPSEC SOP/Plan PWS Para 1.6.20.2	Within 90 days of contract award	1 PDF file to be sent via e-mail	PDF File	COR/KO/USMILGP OPSEC Officer

TECHNICAL XHIBIT 3**LIST OF HOLIDAYS - 2015**

Date	Day	Holiday Description	American (A) Colombian (C)
January 1	Thursday	New Year's Day	A-C
January 12	Monday	Epiphany	C
January 19	Monday	Birthday of Martin Luther King Jr	A
February 16	Monday	Washington's Birthday (President's Day)	A
March 23	Monday	St. Joseph's Day	C
April 2	Thursday	Holy Thursday	C
April 3	Friday	Good Friday	C
May 1	Friday	Labor Day	C
May 25	Monday	Memorial Day	A
June 8	Monday	Corpus Christi	C
June 29	Monday	Saints Peter and Paul	C
July 3 (*)	Friday	Independence Day	A
July 20	Monday	Independence Day	C
August 7	Friday	Battle of Boyacá	C
September 7	Monday	Labor Day	A
October 12	Monday	Columbus Day	A-C
November 11	Wednesday	Veterans Day	A
November 26	Thursday	Thanksgiving Day	A
December 8	Tuesday	Immaculate Conception Day	C
December 25	Friday	Christmas	A-C

May 18 (Ascension Day), June 15 (Feast of the Sacred Heart), August 17 (Assumption Day), November 2 (All Saints' Day) and November 16 (Independence of Cartagena) are Colombian holidays. American and Locally Employed Staff are expected to work unless they have pre-approved leave.

(*) July 4, 2015, is a holiday for most employees. However, employees whose regular tour of duty includes work on Saturday will observe this holiday on July 3, 2015 (July 4, 2015 will be a regular work day for these employees).

TECHNICAL EXHIBIT 4
GOVERNMENT FURNISHED PROPERTY

ITEM	LIN	NSN	NOMENCLATURE	QTY	SERIAL NUMBER
1	70032N	773001D040616	MONITOR TELEVISION COLOR, TY SZ AA: 42LK	1	108RMYA9W426
2	70156N	749001C011578	PAPER SHREDDING MACHINE, ELECTRIC MTR DR	1	CRC32170
3	70169N	5820015726748	RECEIVER- TRANSMITTER,RADIO	1	407CJV3525
4	70169N	5820015726748	RECEIVER- TRANSMITTER,RADIO	1	407CJV3527
5	70169N	5820015726748	RECEIVER- TRANSMITTER,RADIO	1	407CJV3528
6	70209N	702101C051951	COMPUTER, PERSONAL WORKSTATION: GX745, D	1	DGYL1F1
7	70209N	702501C163795	COMPUTER, DIGITAL OPTIPLEX 990 SFF	1	13XHV1
8	70209N	702501C163795	COMPUTER, DIGITAL OPTIPLEX 990 SFF	1	14MLV1
9	70209N	702501C163795	COMPUTER, DIGITAL OPTIPLEX 990 SFF	1	14NLV1
10	70223N	702101V000752	MONITOR, COLOR IMPE	1	Z4KCHCLC802325X
11	70223N	702101V000752	MONITOR, COLOR IMPE	1	Z4KCHCLC810467V
12	70223N	702101V000752	MONITOR, COLOR IMPE	1	Z4KCHCLC810515X
13	70223N	702101V000752	MONITOR, COLOR IMPE	1	Z4KCHCLC810542M
14	70223N	702501C061175	MONITOR, COLOR IMPE: 1707 FPVI DELL	1	0Y983371618782ACZ5
15	70223N	702501C061175	MONITOR, COLOR IMPE: 1707 FPVI DELL	1	0Y983371618782AD1N
16	70224N	7025025114247	DISPLAY UNIT	1	05Y23271618422BA5C
17	70234N	702501C108292	PRINTER, COLOR GRAPHICS: COLOR LASERJET	1	CNJLB05833
18	70236N	7025014506560	PRINTER,AUTOMATIC DATA PROCESSIN	1	USBXN21107
19	92116N	672001C117904	CAMERA, DIGITAL: DMC FS7 PANASONIC	1	WL9AA001368
20	98807N	773001C134141	TELEVISION RECEIVER HOME TYPE, W/AN: 42L	1	912RMRH244766
21	WB200K	752001C138212	MACHINE, PUNCHING-BI: 535 SWINGLINE	1	5730038
TOTAL EQP:				21	

NOTICE TO OFFERORS

NOTICE TO OFFERORS

SUBMIT PROPOSAL IN THE ENGLISH LANGUAGE ONLY IAW FAR 52.214-34. ANY PROPOSAL RECEIVED IN OTHER THAN ENGLISH SHALL BE REJECTED.

SUBMIT PRICE PROPOSAL IN U.S. DOLLARS ONLY IAW FAR 52.214-35. ANY PROPOSAL RECEIVED IN OTHER THAN U.S. DOLLARS SHALL BE REJECTED.

OFFEROR SHALL BE REGISTERED WITH THE SYSTEM FOR AWARD MANAGEMENT (SAM) IAW FAR 52.204-7 and 52.204-13. QUOTES FROM OFFERORS NOT REGISTERED WITH SAM SHALL NOT BE CONSIDERED FOR AWARD.

AWARD WILL BE CONDUCTED UNDER THE PROVISIONS OF FAR PART 12 ACQUISITION OF COMMERCIAL ITEMS AND FAR PART 13.5 SIMPLIFIED ACQUISITION PROCEDURES TEST PROGRAM FOR CERTAIN COMMERCIAL ITEMS AND CORRESPONDING DFARS AND AFARS PROVISIONS.

SUBMISSION OF QUESTIONS: Submit all clarification questions NO LATER THAN 10 Oct 2014, 1600 local (Bogota) time relating to this solicitation in writing via email to the following:

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil

OR

Robert R. Devisser
robert.devisser@tcsc.southcom.mil

All questions shall reference solicitation number (W913FT-14-T-0036) and include the applicable section/paragraph/schedule of the Performance Work Statement and RFQ Solicitation. Please be specific addressing technical questions relating to this solicitation.

Quotes are due on the date and time specified under Block 8 of the SF1449.

ADDENDUM TO FAR 52.212-1

ADDENDUM TO FAR 52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

Par (h) is amended to read: Single Award. The Government intends to award a single contract resulting from this solicitation. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make any award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

ADDITIONAL INSTRUCTIONS AND INFORMATION:

1. Quote Submission Instructions. Offerors are required to submit a complete quote package as listed in Para 2 below. Quotes and responses to the Past Performance Questionnaire must be received on or before the solicitation closing date.

2. Quotes may be submitted electronically via e-mail or provide a hard copy as stated below.

a. Submit a complete hard copy quote package to:

Regional Contracting Office – Bogota
U.S. Embassy - Bogota
Attn: Annabelle Miller or Robert R. DeVisser or Rosalba Mateus
MILGP Unit 5140
APO AA 34038-5140

OR

Regional Contracting Office – Bogota
U.S. Embassy - Bogota
Attn: Annabelle Miller or Robert R. DeVisser or Rosalba Mateus
CRA 45 No. 24B-27
Bogota, Colombia

b. Submit a complete quote package electronically via e-mail to:

Annabelle F. Miller
annabelle.miller@tcsc.southcom.mil

Alternate:

Robert R. DeVisser
robert.devisser@tcsc.southcom.mil

Alternate:

Rosalba Mateus
rosalba.mateus.CO@tcsc.southcom.mil

c. The Government is not responsible for lost or mishandled packages or late deliveries. Offerors are cautioned to allow sufficient time for timely receipt of quotes. Offerors that intend to hand deliver quotes must notify Annabelle F. Miller or Rosalba Mateus two calendar days prior to the closing date to coordinate acceptance and delivery. The Government reserves the right to extend the notification deadline of the solicitation up to the date quotes are initially due.

d. If submitting a hard copy, offerors shall place their quotes in 3-ring binders that will permit substitution of pages should revisions be required. Quotes shall be submitted in three separate volumes labeled Volume I - Technical, Volume II – Past Performance, and Volume III - Price. Electronic submittals shall have different files for each of the volumes.

e. A sanitized version (remove references to company name) will be provided for the Technical Offer, Volume I, whether the quote is submitted electronically or via a hard copy.

f. Volumes I and II shall not exceed **50 pages total**, front and back (including attachments, appendices and addendums, but excluding the Table of Contents) and shall be limited to Arial or Times New Roman 12-point font size for all text, and a minimum of one inch margin on all four sides. Offerors can include 11 x 17 foldouts within the 50-page limit only if these contain graphics or charts. A 10-point font can also be used for graphics only. Each paragraph shall be separated by at least one blank line.

g. Electronic copies of quotes submitted via e-mail shall be prepared in Microsoft application programs (i.e., Word, Excel or PDF, only).

h. Minimum Quote Acceptance Period. The quote acceptance period is 180 days. The Offeror shall make a clear statement in its Quote Documentation Volume III that the quote is valid for a period of not less than 180 days from receipt of quotes.

3. Quote Files

a. Format. The submission shall be clearly indexed and logically assembled with a Table of Contents for each volume. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer.

b. File Packaging. All files included in the quote shall be submitted as separate files in their native/original format, i.e. doc, pdf, xls if submitted via e-mail.

c. Content Requirements. All information shall be confined to the appropriate Volume. The offeror shall confine submissions to essential matters, sufficient to define the quote and provide adequate basis for evaluation. Offerors are responsible for including sufficient details in a concise manner, to permit a complete and accurate evaluation of each quote. Proprietary information shall be clearly marked. The quote shall include the following:

(1) Volume I - Technical. The technical offer shall contain one binder/file which addresses the technical portion of the offer, specific and complete in every detail. Each evaluation factor shall be included in a separate section and tabbed accordingly. Volume I should be clearly numbered so that revised pages, if needed, may be substituted in the correct section. All data relating to a particular topic should be included in that section, even if it is duplicative of another evaluation factor, as each evaluation factor will be rated individually. The Technical portion of the quote shall be organized in accordance with the following evaluation sub-factors:

(a) Section 1 Offeror's Experience and Program Manager Qualifications. The offeror shall provide proof of corporate experience. To be acceptable, the offeror must have three years corporate experience similar in scope and magnitude to the requirement in the solicitation. The offeror shall provide qualifications and experience of the PM anticipated to work in the resultant contract. To be acceptable, the proposed PM shall meet the minimum qualifications IAW Para 1.6.11.2 of the Performance Work Statement (PWS). The contractor shall clearly address all of the above elements in order for the quote to be considered technically acceptable.

(b) Section 2 Overall Management and Staffing Plan. The offeror will provide and discuss an overall management plan for all programs and services that will be followed during contract performance. The plan shall include a comprehensive Staffing Plan and organizational chart, the number of personnel assigned (indicate if full-time or part-time) and their authority/responsibility and functions. The plan shall identify how personnel will be staffed for all functions identified in Part 5 of the PWS and provide a detailed narrative explanation with supporting documentation in the form of tables, charts or any other form of support that fully explains and justifies each position and the basis upon which the proposed staffing was determined. The basis of providing staffing must conform to the workload stated in Part 5 of the PWS. The contractor shall clearly address all of the above elements in order for the offer to be considered technically acceptable.

(c) Section 3 Key Personnel. The offeror will submit the resume of the individual proposed to fill the Lead Dispatcher position with the quote. Resume shall include, at a minimum, the following information: name and educational background, employment history giving the name of each employer, period of employment and title, history of applicable experience only, to include name of company, period of time of experience, description of duties, level of responsibility and title. The resume must indicate whether this is for a current employee of the firm or a proposed new hire and must be accompanied by a letter of commitment from the candidate stating their intent to work for the Contractor. Resume shall clearly address all of the elements above and meet the minimum qualifications specified in Para 1.6.11.3 of the PWS in order to be considered technically acceptable.

(2) Volume II – Past Performance Information. The Offeror will submit a list of at least three, but not to exceed five relevant contracts and/or subcontracts completed within the last three years (if any), and all related contracts and subcontracts currently in process (if any). The contracts listed may include those with the public or private sector. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor (if applicable), in alphabetical order. For each listed contract and/or subcontract, the offeror will provide the following information:

(a) Section 1 – Contract Information to include contract number, dollar value, period of performance, description of services provided. Describe how the services previously or currently being performed are relevant to this requirement in terms of nature, scope, size, magnitude and complexity.

(b) Section 2 – Past Performance Information Questionnaire. For all contracts identified in Section 1, Offeror shall complete and submit a Past Performance Information Questionnaire for each past performance reference. Offeror shall complete only Part I of the questionnaire to include the offeror/company name and address and send the questionnaire to the past performance reference. Point of contact references shall be instructed to electronically complete Part II of the questionnaire and return a completed questionnaire via email directly to the Contracting Officer on or before the solicitation due date. Offeror shall ensure that the reference POC's e-mail address and contact information is current. Contracting Officer e-mail: annabelle.miller@tsc.southcom.mil

(3) Volume III – Price. Solicitation, Offer and Award Documents and Certifications/ Representations. Offeror's price offer shall contain the following:

(a) Section 1 RFQ Standard Form 1449 Solicitation/Contract/Order for Commercial Items with Blocks 12, 17a, 30a, 30b, and 30c completed and signed by an authorized representative/official of the Offeror. Include acknowledgement of amendments, if any.

(b) Section 2 RFQ SF 1449 – Continuation Sheet Supplies and Services/Pricing and Pricing Spreadsheet. This section shall include the following:

(i) Completed continuation sheet with the unit and total price completed.

(ii) Supplemental spreadsheet with the cost breakdown for each of the line items.

(iii) Additional cost/price information IAW FAR 15.403-3 Requiring Data Other Than Certified Cost or Pricing Data. Additional cost/price information shall include as a minimum:

Proposed base pay (Colombian Pesos) for each of the positions stated in the CLINs

Proposed number of personnel for each of the positions stated in the CLINs

Include information on how the proposed number of personnel is achieved.

OFFEROR SHALL COMPLY WITH COLOMBIAN LABOR LAWS REGARDING LIMITS ON THE NUMBER OF HOURS THAT EMPLOYEES (I.E., DRIVERS) CAN WORK DURING A WORK WEEK AS WELL AS REQUIRED ANNUAL AND SICK DAYS AND HOLIDAYS.

THE SUPPLEMENTAL SPREADSHEET WITH THE COST BREAKDOWN AND ADDITIONAL COST/PRICE INFORMATION IS REQUIRED TO BE SUBMITTED WITH THE OFFER. NONSUBMISSION OF THIS REQUIREMENT WILL ELIMINATE THE OFFER FROM BEING CONSIDERED FOR AWARD.

(c) Section 3 Offeror Representations and Certifications and Other Statements. Each offeror shall complete the Certifications and Representations (fill-in and signatures) in the solicitation sections using the file (without modification to the file) provided with the solicitation. An authorized official of the firm shall sign the Standard Form 1449 and all certifications requiring original signature.

FAR 52.212-3 Offeror Representations and Certifications –
Commercial Items Alternate 1

FAR 52.209-5 Certification Regarding Responsibility Matters

FAR 52.209-7 Information Regarding Responsibility Matters

Statement as to whether or not only local nationals or third country nationals hired outside the United States will be employed in the resultant contract.

(d) Section 4 Financial Capability Information/Documentation: Offeror shall submit information and evidence of financial capability i.e., financial statements, bank confirmation of accounts, bank letters of credit. The information will be reviewed to ensure that the offeror has the financial capability to perform the contract given the magnitude of the proposed work. This element of financial capability is part of overall contractor responsibility. Offerors must be considered responsible to be eligible for awards.

ADDENDUM TO FAR 52.212-2

ADDENDUM TO FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS

A. BASIS OF AWARD

1. The Government anticipates awarding a Firm Fixed Price (FFP) type contract resulting from the RFQ.
2. IAW FAR Clause 52.212-2, award will be made to the responsible offeror whose quote conforms to the solicitation, meets the Government's requirements and offers the best value to the Government from a lowest price technically acceptable (LPTA) standpoint. Appropriate consideration shall be given to three (3) evaluation factors: Technical Acceptability, Past Performance and Price.
3. The Government reserves the right to determine which offers show the required capability IAW the evaluation factors. The Government also reserves the right to eliminate from further consideration those offers which are considered unacceptable and not capable of being made acceptable without major rewrite or revision.
4. The Government contemplates contract award without discussions with Offerors, except for clarifications as described in FAR Subpart 15.3. Therefore, the Vendor's initial offer should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In the event that discussions are held, a competitive range determination will be made. If the Contracting Officer determines that the number of offers that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of offers in the competitive range to the greatest number that will permit an efficient competition among the most highly rated offers.

5. Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. To be considered responsible, an Offeror must be in compliance with FAR 9.104(1)a.

6. Trade-offs between cost/price and non-cost/price factors are not permitted. Unreasonably high, unbalanced, inaccurate or incomplete price offers may be the grounds for eliminating an offer from competition.

B. EVALUATION FACTORS

1. Factor I - Technical Acceptability. Quotes will be rated on an "Acceptable", or "Unacceptable" basis. In order to be considered for award, a quote must have an "Acceptable" rating for each of the technical sub-factors and an overall "Acceptable" technical rating. Any "Unacceptable" rating on any of the sub-factors will result in an overall technical rating of "Unacceptable".

2. The following sub-factors shall be used to determine technical acceptability. Non-submission of one of these elements shall render the offer technically unacceptable and shall not be considered for award. All of the sub-factors shall be clearly addressed in the quote. The two technical sub-factors are as follows:

a. Sub-Factor 1 Offeror's Experience and Program Manager (PM) Qualifications

The quote will be evaluated to determine if the offeror's experience and PM qualifications meet the requirements in the PWS. In order to be considered technically acceptable, the contractor shall address all aspects required to be provided under Para 3(c)(1)(a) of the Addendum to FAR 52.212-1.

b. Sub-Factor 2 Overall Management and Staffing Plan

The quote will be evaluated to determine if the overall management and staffing plan meets the requirements in the PWS. In order to be considered technically acceptable, the contractor shall address all aspects of the plan discussed under Para 3(c)(1)(b) of the Addendum to FAR 52.212-1.

c. Sub-Factor 3 Key Personnel

The quote will be evaluated to determine if the proposed Key Personnel resume meets the requirements in the PWS. In order to be considered technically acceptable, the contractor shall address all aspects required to be provided under Para 3(c)(1)(c) of the Addendum to FAR 52.212-1.

3. Factor II – Past Performance: Quotes will be rated on an "Acceptable" or "Unacceptable" basis. In order to be considered for award, the offeror's past performance must be evaluated as acceptable. The Government will evaluate contracts submitted in order to evaluate both past performance and experience. Past performance relates to how well a Contractor has performed on previous contracts. Experience pertains to the types and volume of work previously or currently being performed by the Contractor that are comparable to the type of work in this requirement in terms of size, scope, complexity, and relevancy. The Government will consider three (3) relevant past performance information (not older than three years) on same or similar contracts obtained from the government and commercial sources provided by the prospective contractor. The Government may also use any other past performance information obtained from other sources during this process. There are two aspects to the past performance evaluation:

a. Recency and Relevancy. The first aspect is to evaluate whether the offeror's present/past performance is relevant or not relevant to the effort to be acquired. To be relevant, the effort must be the same or similar in nature, scope, size, magnitude and complexity to the services being procured under this solicitation and shall have been performed in the last three (3) years.

b. Contractor Performance. The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current

source selection does not establish, create, or change the existing record and history of the offeror's past performance on past contracts; rather, the past performance evaluation process gathers information from customers on how well the offeror performed those past contracts. Responses to the past performance questionnaire in the following areas will be considered in evaluating past performance information.

- (1) Quality of Service: A pattern of successful completion of tasks of good quality
- (2) Schedule/Timeliness of Performance: A pattern of submitting deliverables/completing tasks that are timely
- (3) Business Relations: A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.)
- (4) Management of Personnel: A pattern of effective hiring and retention practices

c. In addition to the Past Performance Questionnaire, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) or Contract Performance Assessment Reporting System (CPARS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror's quote, inquiries of owner representative(s) and any other known sources not provided by the Offeror.

4. Factor 3: Price

a. Price will not be assigned an adjectival rating; however, proposed prices evaluated as unreasonably high may be grounds for eliminating a quote from the competitive range. Price will be evaluated to determine if the offeror's proposed price is fair, reasonable, and balanced utilizing price analysis techniques in accordance with the guidelines in FAR 15.404-1(b). The Government will award contracts to offerors whose technically acceptable quote represents the lowest price to the Government.

b. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the offered prices on the CLINs stated in the solicitation. In the event the unit price(s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. Unless otherwise specified, offerors shall submit prices for all CLINs and for all performance periods. Failure to submit a price for any CLIN/sub-CLIN shall result in the offer being considered unacceptable.

c. Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. As part of the price evaluation, the Government will evaluate the Option to Extend Services under FAR Clause 52.217-8 by adding one-half of the offeror's final option period price to the offeror's total price. Thus, the offeror's total price, for the purpose of evaluation will include the prices for the base period, first option, second option, third option, fourth option and one-half of the fourth option. Travel and DBA insurance, if any, will not be included in evaluating price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

C. EVALUATION APPROACH

All offers shall be subject to evaluation by a team of Government evaluators. Each factor and sub-factor shall be evaluated using the following assessment approaches:

1. Technical Evaluation Approach. Quotes will be rated on an "Acceptable" or "Unacceptable" basis. All technical sub-factors will receive an "Acceptable" or "Unacceptable" rating.

Rating	Description
Acceptable	Quote clearly meets the minimum requirements of the solicitation
Unacceptable	Quote does not clearly meet the minimum requirements of the solicitation

2. Past Performance Evaluation Approach. Quotes will be rated on an “Acceptable” or “Unacceptable” basis.

Rating	Description
Acceptable	Based on the offeror’s performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror’s performance record is unknown.
Unacceptable	Based on the offeror’s performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance IAW FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability / unacceptability, “unknown” shall be considered “acceptable.”

3. Price Evaluation Approach

a. Total evaluated price shall be the basis for evaluating price for contract award decision purposes. Total evaluated price shall be determined by adding the total price for all options to the total price for the basic requirement plus one-half of the offeror’s final option period price. In the event the unit price (s) and extended price(s) are ambiguous, the Government shall use the indicated unit price(s) for evaluation and award purposes. The Government reserves the right to make an award on any item of a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer. Travel and DBA insurance, if any, will not be included in evaluating price.

b. Additional cost information as required under the Addendum to FAR 52.212-1 Instructions to Offerors – Commercial Items Para 3(c)(3)(b) will be considered in determining price reasonableness.

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

The Regional Contracting Office (RCO) – Bogota is currently evaluating competitive offers for the services described herein. You have been named as a point of contact for services previously provided by the contractor cited herein. Please provide the information requested in the questionnaire. The information you provide will become part of the source selection documentation, however your name will not be released to any of the parties. Should you have any questions concerning this request, please contact Annabelle F. Miller at 011-57-1-275-4227 or e-mail at annabelle.miller@tsc.southcom.mil.

SOLICITATION: W913FT-14-T-0036 – Dispatch and Driver Services

Brief Summary of the Requirements/Statement of Work in the current RFP being evaluated.

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services to perform non-personal dispatch and driver services for the USMILGP-Colombia as defined in the PWS except for those items specified as government furnished property and services.

For a more detailed description of the requirements, please refer to the solicitation posted in ASFI/FBO.

Contractor Being Evaluated:

Address:

(To be completed by person to whom questionnaire is addressed):

SECTION 1 Reference/Evaluator Information:

- a. Name of person completing this questionnaire and position:

Name: _____

Tel No.: _____

Fax No: _____

E-mail: _____

Address: _____

- b. Contract No: _____

- c. Description of service: _____

- d. Period of Performance (all years): _____

- e. Total value of the contract (all years): _____

SECTION 2 Contractor's Past Performance

1. In your opinion, is the work performed under your contract "same or similar" in scope, size and complexity as the work described above?

Please circle one rating – Yes or No:

RATING		
Prime	Sub	Role of Contractor
Yes	No	Was this a competitive contract?
Yes	No	Same or Similar in Scope
Yes	No	Same or Similar in Size
Yes	No	Same or Similar in Complexity

Comments:

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The definitions for “same”, “similar”, “different”, “scope”, “size” and “complexity” are as follows:

- Same:** For past performance to be considered “same” the contractor must have performed services, which were identical or greater in scope, size, or complexity to that of the RFP.
- Similar:** For past performance to be considered “similar” the contractor must have performed services which were comparable to the required services in scope, size, or complexity to that of the RFP.
- Different:** For past performance to be considered “different” the contractor did not provide services which were identical, greater or comparable in scope, size, or complexity to that of the RFP.
- Scope:** Range of operations covered
- Size:** Dollar value
- Complexity:** Degree of difficulty.

2. Please circle a rating in answer to each of the following questions and provide comments as appropriate.

- (1) Quality of Service: A pattern of successful completion of tasks of good quality
- (2) Schedule/Timeliness of Performance: A pattern of submitting deliverables/completing tasks that are timely
- (3) Business Relations: A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.)
- (4) Management of Personnel: A pattern of effective hiring and retention practices

ADJECTIVAL RATINGS/DEFINITIONS FOR OVERALL PAST PERFORMANCE INFORMATION FACTOR	
RATING	DEFINITION
E (Excellent)	Essentially <u>no doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Very Low
G (Good)	<u>Little doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Low
S (Satisfactory)	<u>Some doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: Moderate
M Marginal	<u>Significant doubt</u> exists that the offeror will successfully perform the required effort based on their performance record. Risk Level: High
P (Poor)	It is <u>extremely doubtful</u> that the offeror will successfully perform the required effort based on their performance record. Risk Level: Very High
NR (No Rating)	The offeror has little/no relevant past performance upon which to base a meaningful performance risk prediction. Risk Level: Unknown

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING						
QUALITY OF SERVICE	RATING					
1. Effectiveness of overall contract management (including ability to effectively lead, manage and control the program).	E	G	S	M	P	NR
2. Effectiveness of on-site management, including management of subcontractors	E	G	S	M	P	NR
3. Ability to meet quality standards specified for technical performance.	E	G	S	M	P	NR
4. Quality/integrity of technical data/report preparation efforts.	E	G	S	M	P	NR
5. Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements.	E	G	S	M	P	NR

PLEASE CIRCLE THE ADJECTIVAL RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.						
SEE BELOW FOR DEFINITIONS OF THE ADJECTIVAL RATING						
6. Effectiveness of material management.	E	G	S	M	P	NR
7. Effectiveness of acquisition management.	E	G	S	M	P	NR
8. Contractor safety record.	E	G	S	M	P	NR
9. If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? Indicate if show cause or cure notices were issued, or any default action in comment section below.	E	G	S	M	P	NR
SCHEDULE/TIMELINESS OF PERFORMANCE						
10. Compliance with contractual delivery terms and conditions	E	G	S	M	P	NR
11. Timeliness/effectiveness of contract problem resolution without extensive customer guidance.	E	G	S	M	P	NR
12. Ability to successfully respond to emergency and/or surge situations.	E	G	S	M	P	NR
13. Responsiveness regarding safety issues.	E	G	S	M	P	NR
BUSINESS RELATIONS						
14. Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports).	E	G	S	M	P	NR
MANAGEMENT OF PERSONNEL						
15. Ability to hire/apply a qualified workforce to this effort.	E	G	S	M	P	NR
16. Ability to retain a qualified workforce on this effort	E	G	S	M	P	NR
OVERALL RATING						
In summary, provide an overall rating for the work performed by this contractor.	E	G	S	M	P	NR

COMMENTS: Objective Comments/ concerns relating to this Offeror.
